330. Furthermore, when the infant on reaching his majority still has the consideration, his subsequent disposal of the same to a third person will amount to ratification. *Henry v. Root,* 33 N. Y., 526. But the retention of proceeds of land purchased and sold during infancy is not a ratification. *Walsh v. Powers,* 43 N. Y., 23. If an infant elects to repudiate his contract on reaching majority, he must turn over whatever he has received by virtue of the contract, provided he still has the proceeds, as a condition precedent to disaffirmance. *Amer. Freehold Land Mortgage Co. v. Dykes,* 111 Ala., 178.

LANDLORD AND TENANT—LEASES—RELEASE OF SURETY.—TAYLOR V. DINSMORE, 124 N. Y. Supp., 936.—*Held,* that where a landlord fails to perform a covenant in a lease to adapt the premises to the tenant's business, in the absence of a rescission by the tenant, the sureties may not recover back bonds deposited to secure performance of the lease by the tenant.

The authorities seem to be in conflict with the principal case. The contract of a surety is to be construed strictly, and is not to be extended beyond the fair scope of its terms. *Miller v. Stewart,* 9 Wheat., 680; *Woodi Landlord and Tenant* (Second Ed.), Vol. 2, Sect. 470. And it is a general rule that any agreement between the creditor and principal which varies essentially the terms of the contract by which the surety is bound, without the consent of the surety, will release the surety. *United States v. Tillotson,* 1 Paine (C. C.), 305; *Blakey v. Johnson,* 13 Bush. (Ky.), 197; *Thompson v. Massie,* 41 Ohio St., 307. So a material alteration in the terms of the lease by the mutual agreement of the landlord and tenant, and without the consent of the surety, discharges the surety. *Taylor's Landlord and Tenant* (Eighth Ed.), Vol. 1, Sect. 424 b; *Penn v. Collins,* 5 Rob. (La.), 213. Consequently, where a lessor failed to repair and furnish a hotel as agreed, the sureties were released, although the lessees waived the right to demand the repairs and furnishing. *Stemo v. Sawyer,* 78 Vt., 5. And, on this principle, property which is pledged by a third person as security for the obligation of another will be released under the same circumstances as a surety personally bound. *Brandt on Suretyship,* Second Ed., Vol. 1, Sect. 34; *Price v. Dime Savings Bank,* 124 Ill., 317; *Davies County Bank v. Trust Co.,* 33 Ky. L. Rep., 457.

LANDLORD AND TENANT—SAFETY OF PREMISES—DUTY OF LANDLORD.—WASH V. SCHMIDT, 92 N. E., 496 (MASS).—*Held,* that since the rule of *caveat emptor* applies to leases of land, and the landlord is not impliedly bound to keep the premises in safe condition, the landlord did not impliedly warrant that a house rented, or the piazza thereof, was safe and fit for occupancy.

A lessee of land is a quasi-purchaser, and as such is bound to inspect the property before leasing it. He is subject to the principle of *caveat emptor.* The law implies no warranty on the part of the lessor as to the condition of the premises, and the lessee cannot complain that they were not at the commencement of the tenancy, in a habitable condition, or were not adapted to the tenant's purposes. *Minor and Wurts Real Property,*

Sect. 355; *Doyle v. Union Pacific R. R. Co.*, 147 U. S., 413; *Bowe v. Hunking*, 135 Mass., 380; *Franklin v. Brown*, 118 N. Y., 110. In support of the above it was said in *Bennett v. Sullivan*, 100 Me., 118, that "when a landlord leases a house to a tenant there is no implied warranty that such dwelling house is reasonably fit for habitation, and no obligation on the part of the landlord to make repairs on the leased premises unless he has made an express valid agreement to do so." On the other hand, in the case of *Ingalls v. Hobbs*, 156 Mass., 348, it was held that in a lease of a completely furnished dwelling house for a single season, at a summer watering place, there is an implied agreement that the house is fit for habitation without greater preparation than one hiring it for a short time might reasonably be expected to make in appropriating it to the use for which it was designed. But this case is generally repudiated, and a New Jersey case, *Land v. Fitzgerald*, 68 N. J. Law, 28, goes so far as to say that there is no implied duty on the owner of a house which is in an unsafe condition, to inform a proposed tenant that it is in a dangerous condition, and no action will lie against him for an omission to do so in the absence of express warranty or deceit.

MECHANICS' LIENS—ERECTION OF BUILDING.—MUNROE V. CLARK, 77 ATL., 696 (ME.).—*Held*, that when one contracts to furnish completed articles, like cut and fitted stones, for a building to be erected, and is to have no part in the erection of a building, his employees have no lien on the building for their labor in preparing and completing the articles.

Many states, among them Maine, hold that statutes creating mechanics' liens should be liberally construed. *De Witt v. Smith*, 63 Mo., 263; *Shaw v. Young*, 87 Me., 271; *Steger v. Arctic Refrigerating Co.*, 89 Tenn., 453. On the other hand, it is frequently laid down that such statutes are to be strictly construed. *Willard v. Magoon*, 30 Mich., 273; *Jersey County v. Davison*, 29 N. J. L., 415; *McCay's Appeal*, 37 Pa. St., 125. It is the use of the materials furnished and labor expended by the contractor, whereby the building becomes a part of the freehold, that gives the material man or laborer his lien under the statute. *Van Stone v. Stillwell Co.*, 142 U. S., 128; *Goodman v. Baerlocher*, 88 Wis., 287. Therefore, one who does work in his shop or elsewhere on materials to be used in the construction of the building, and so used, is entitled to a lien for such work. *Evans Marble Co. v. Trust Co.*, 101 Md., 210; *Howes v. Reliance Wire-works Co.*, 46 Minn., 44; *Parrish's Appeal*, 83 Pa. St., 111. Moreover, a workman may have a lien for his labor on material specially prepared at his shop, even though, owing to a dispute between the owner and the contractor, the material is not used. *Berger v. Turnbald*, 98 Minn., 163. But laborers making brick in a brick-yard of the contractor in his regular business have no lien on the house in which the bricks are laid. *Haynes v. Holland*, 48 S. W., 400 (Tenn.). It is not necessary that the parties furnishing materials should be also contractors or subcontractors for the erection or repair of the building. *Chapin v. Paper Works*, 30 Conn., 461. A lien is usually allowed for transportation of the material to be used in the construction of the building. *Fowler v. Pompelly*, 25